



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number:
HWY-309549-KS

RFP Title:
DATA COLLECTION VEHICLE

RFP Response Due Date and Time:
April 27, 2010
3:00 p.m., Local Time

Number of Pages: **1 of 47**

ISSUING AGENCY INFORMATION

Procurement Officer:
Kim Stewart

Issue Date:
March 31, 2010

Purchasing Services Section
Montana Department of Transportation
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001

Phone: (406) 444-9282
Fax: (406) 444-5411

TTY Users, Dial 711

Website: <http://vendor.mt.gov/>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

Purchasing Services Section
Montana Department of Transportation
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001

Mark Face of Envelope/Package:

RFP Number: HWY-309549-KS
RFP Response Due Date: April 27, 2010

Special Instructions:

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Rob Stapley at (406) 444-9282 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

The following items MUST be included in the response to be considered responsive. Failure to include any of these items may result in a nonresponsive determination.

Signed Cover Sheet

Signed Addenda (if appropriate)

Address all mandatory requirements (per Section 1.5.3)

Point-by-Point response to all sections and subsections (per Section 1.6.1)

Response to Appendices A and B (per Section 1.6.1)

Complete and Return Appendix C (per Section 4.1.1)

Complete answers to all requirements of Sections 3, 4, and 5

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1)

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date.....	March 31, 2010
Deadline for Receipt of Written Questions	April 13, 2010
Deadline for Posting Written Responses to the State's Website	April 20, 2010
RFP Response Due Date	April 27, 2010
Notification of Oral Presentations/Product Demonstrations	May 11, 2010
Oral Presentations /Product Demonstrations.....	May 25, 2010

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Transportation (hereinafter referred to as “the State”) is seeking a contractor to provide a fully functional data collection van. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of one (1) year beginning upon final contract signature and ending June 30, 2011.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Kim Stewart**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Kim Stewart
Address: Purchasing Services Section
Montana Department of Transportation
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
Telephone Number: (406) 444-9282
Fax Number: (406) 444-5411
E-mail Address: kstewart@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **April 13, 2010**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **April 20, 2010** to all questions received by April 13, 2010. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's OneStop Vendor Information website with the

posting of the RFP at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.4.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.4.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements as listed in Sections 3.1.8, 3.6.1, and 3.6.3. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed nonresponsive.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.4.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. ***A point-by-point response to all numbered sections, subsections, and appendices is required.*** If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response, or utilize a blanket response for the entire section, with the following statement:

“(Offeror's Name)” understands and will comply.

An offeror making the statement “Refer to our literature...” or “Please see www.....com” may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

1.5.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.5.4 Price Sheets. Offerors ***must*** respond to this RFP by utilizing the RFP Price Sheets found in Section 5.0. These price sheets serve as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.5.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and seven (7) copies** to the Department of Transportation. In addition, offerors must submit one electronic copy of the proposal, preferably in PDF format, on compact disk. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP HWY-309549-KS. ***Proposals must be received at the mail room of the Department of Transportation prior to 3:00 pm, local time, Tuesday, April 27, 2010. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.5.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in

the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.6.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications

described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve **59% of the total available points for Sections 3 and 4 (or a total of 1623 points)** will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the State's selection.

2.3.10 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

2.5 COMPLIANCE WITH STATE OF MONTANA IT STANDARDS

The offeror is expected to be familiar with the State of Montana IT environment. All services and products provided as a result of this RFP must comply with all applicable State of Montana IT policies and standards in effect at the time the RFP is issued. The offeror must request exceptions to State IT policies and standards in accordance with **Section 1.4.1** of this RFP. It will be the responsibility of the State to deny the exception request or to seek a policy or standards exception through the Department of Administration, Information Technology Services Division (ITSD). Offerors are expected to provide proposals that conform to State IT policies and standards. It is the intent of ITSD to utilize the existing policies and standards and not to routinely grant exceptions. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation.

The links below will provide information on State of Montana IT strategic plans, current environment, policies, and standards.

State of Montana Information Technology Strategic Plan
<http://itsd.mt.gov/stratplan/statewideplan.asp>

State of Montana Information Technology Environment
<http://itsd.mt.gov/techmt/compenviron.asp>

State of Montana IT Policies

<http://itsd.mt.gov/policy/itpolicy.asp>

State of Montana Software Standards

<http://itsd.mt.gov/policy/software.asp>

SECTION 3: SCOPE OF PROJECT

3.0 OVERVIEW

The State is seeking a contractor to provide a complete data collection vehicle, to include a base van chassis, a roadway right-of-way digital imaging system, a non-contact, inertial, longitudinal, road surface profile measuring system, a transverse road surface profile measuring system, a distance measuring system, an inertial global positioning system, and an onboard computer system.

The onboard computer system shall include all hardware, software, controllers, interface components, and ancillary equipment and systems required for full functionality in acquiring, locating, processing, storing, and presenting images, data, and information at highway speeds. All systems and subsystems shall be integrated and synchronized to maximize the efficiency of the data collection process. The vehicle shall be equipped with those items normally supplied in the stream of commerce.

This Request for Proposal (RFP) and Specification is intended to describe and to set minimum acceptable standards, but not to design a complete data collection vehicle.

The State reserves the right to purchase an additional data collection van, with the same specifications, at the same cost, within one (1) year of an award.

3.1 GENERAL REQUIREMENTS

3.1.1 Standards. The data collection vehicle and all subsystems shall conform to the following standards.

- AASHTO MP11-08 "Standard Specification for an Inertial Profiler"
- AASHTO PP49-08 "Standard Practice for Certification of Inertial Profiling Systems"
- AASHTO R48-09 "Standard Practice for Determining Rut Depth in Pavements"
- AASHTO PP50-07 "Standard Practice for Operating Inertial Profiling Systems"
- AASHTO R43M/R43-07 "Standard Practice for Quantify Roughness of Pavements"
- ASTM E950-98 (2004) "Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference"
- ASTM E1926-08 "Standard Practice for Computing International Roughness Index of Roads from Longitudinal Profile Measurements"

3.1.2 Supporting Standards. In the event of conflicting standards the most stringent shall prevail.

- AASHTO R40-05 "Standard Practice for Measuring Pavement Profile Using a Rod and Level"
- AASHTO R41-05 "Standard Practice for Measuring Pavement Profile Using a Dipstick"
- AASHTO MP17-08 "Standard Practice for Pavement Ride Quality When Measured Using Inertial Profiling Systems"
- ASTM E1960-03 "Standard Practice for Calculating International Friction Index of a Pavement Surface"
- ASTM E1703/E1703M-95 (reapproved 2005) "Standard Test Method for Measuring Rut-Depth of Pavement Surfaces Using a Straightedge"

3.1.3 IT Standards. Data base files shall be non-proprietary and all software shall be Microsoft Windows XP Professional or Windows 7 compatible without administrative privileges and compatible with Windows Server 2008 release 2.

3.1.4 Units of Measure. All systems shall use U.S. customary units with an option to use SI (metric).

3.1.5 Tools. Any special tools unique to the equipment and items for calibration and certification shall be provided; e.g., the base plate and gage blocks described in AASHTO PP49-08 and ASTM E950-98 (2004).

3.1.6 Equipment. All equipment, parts, materials, electronics, and computer hardware shall be new and unused, current production models. All equipment shall be fit for the intended purpose. All equipment shall be free from defects in design, materials, and workmanship. Design and installation shall provide ease of calibration, maintenance, repair, and serviceability. Design considerations shall include safety and ergonomics. All equipment shall comply with all applicable regulations.

3.1.7 Workmanship. All work shall be performed by qualified personnel in accordance with the highest professional standards and in agreement with the recommended practices of the equipment manufacturers. This includes programming and work accomplished under warranty and under annual service contracts. Workmanship and parts installation shall not adversely affect warranty coverage. Installation shall preclude electro-magnetic interference (EMI) and shielding shall be installed if necessary.

3.1.8 Certification. System must be certified at the Texas Transportation Institute in accordance with AASHTO PP 49-08(2008) prior to delivery.

3.2 TECHNICAL SUPPORT

Software licensing, technical support, and software updates shall be provided, beginning with the award of the contract and continuing through the life of the vehicle, which will be covered in a separate maintenance agreement. Technical support includes responding to technical questions, advice concerning system additions and enhancements, and assistance in evaluating system changes. The offeror shall include in their proposal a detailed plan for technical support. The offeror shall include the name(s) and qualifications of the individual(s) assigned to carry out this support.

3.3 TRAINING

3.3.1 Location. Training shall be provided on-site by qualified and technically knowledgeable personnel at the State's selected location, for up to eight (8) State staff.

3.3.2 Training. Training shall include operation, maintenance, trouble shooting, calibration, and repair of the data collection vehicle subsystems and workstation, all data processing systems, distress analysis software, and general purpose software.

3.3.3 Manuals. Printed manuals shall be provided for eight (8) participants.

3.4 DELIVERY REQUIREMENTS

3.4.1 Delivery Address. Once an award has been made, all items associated with the subsequent contract shall be delivered to the following address:

Montana Department of Transportation
C/O Mary Gayle Padmos
2710 Prospect Avenue
Helena, MT 59620-1001
(406) 444-6149

3.4.2 Delivery Timeframe. The data collection vehicle **must** be delivered within 90 days after receiving a completed contract. The State's liaison **must** be notified at least three (3) working days prior to delivery. Delivery shall be between 8:00 a.m. and 3:30 p.m., Monday through Friday, except holidays observed by the State of Montana.

3.4.3 Acceptance Requirements. The following is required at time of delivery prior to acceptance by the State:

3.4.3.1 The data collection vehicle, including all subsystems, shall be in a ready-for-use, fully fueled, and fully operational condition.

3.4.3.2 Certified weight slips for the data collection vehicle being delivered documenting compliance with the van manufacturer's ratings.

3.4.3.3 Comprehensive, updated calculations of storage requirements per lane mile for the data collection vehicle being delivered.

3.4.3.4 Documentation for all measurement, detection, estimation, and filtering algorithms and for the format of all image and data files.

3.4.3.5 Two (2) removable hard drives for each onboard subsystem computer.

3.4.3.6 Four (4) spare removable hard drives.

3.4.3.7 Four (4) pairs of laser safety eyewear.

3.4.3.8 Any unique tools and/or calibration equipment needed for use with the data collection vehicle.

3.4.3.9 Two (2) sets of operator, calibration, service, repair, parts, and procedure manuals, schematics, and wiring diagrams for the vehicle and all subsystems.

3.4.5 Transport. The data collection vehicle shall be delivered via trailer, flatbed truck, or other means to avoid accumulating mileage on the data collection vehicle. All costs and liabilities associated with delivery of the data collection vehicle shall be the responsibility of the successful offeror. In the event the data collection vehicle must be returned to the offeror for repair, corrective action, or other purposes, all cost and liabilities shall be the responsibility of the offeror.

3.5 WARRANTY REQUIREMENTS

3.5.1 Base Vehicle. The base vehicle, as supplied by the successful offeror, shall be covered by the manufacturer's standard warranty.

3.5.2 Vendor Installed Equipment. All vendor installed equipment, including items purchased as "options," shall have full warranty coverage for 100% of the parts, labor, service, travel, and all associated costs for the first two (2) years. The warranty shall start on the in-service date as reported by the State. "Options" purchased as spare parts will be covered for two (2) years from the date the part is placed in service. The requirement for a minimum of two (2) years coverage shall not limit any manufacturer's warranty coverage in excess of two (2) years.

3.5.3 Quality. All warranty parts and workmanship shall be of the same or better quality as the original vendor installed equipment. During the warranty period, the vendor shall commence physical repair within forty-eight hours of being notified of the situation. Work performed by the vendor shall not

diminish the manufacturer's warranty coverage or adversely affect any emission control system. Costs incurred by the State to restore any chassis component or system to full and proper function shall be charged to the vendor.

3.6 TECHNICAL SPECIFICATIONS

A response to each specification statement listed below is required and is to be entered on the lines provided in the Vendor's Response column. If the equipment fully conforms to the specification, enter the word "CONFORMS". If the equipment does not fully conform to the specification, enter the word "EXCEPTION" and state the variance from the specification in the rightmost column of the table. Attach additional sheets as necessary.

Van Chassis - Factory Features or Vendor Additions and Modifications to the Van			
3.6.1 Factory Features		Bidders Response	Variance
3.6.1.1	Current model full size two (2) wheel drive van		
3.6.1.2	Diesel engine		
3.6.1.3	Air conditioning - front and rear		
3.6.1.4	Alternator - maximum amperage		
3.6.1.5	Battery - heavy duty and auxiliary		
3.6.1.6	Bumper – front/rear		
3.6.1.7	Cooling - auxiliary transmission		
3.6.1.8	Fuel tank - 30 gallon minimum		
3.6.1.9	Heating - front and rear		
3.6.1.10	Interior insulation package		
3.6.1.11	Paint - exterior, solid color, manufacturer's standard white preferred.		
3.6.1.12	Power steering		
3.6.1.13	Radio – AM/FM with CD player		
3.6.1.14	Running boards		
3.6.1.15	Seating - two captains chairs with power adjustment with additional seating for at least a 3rd person.		
3.6.1.16	Cruise control		
3.6.1.17	Steering wheel - tilt		
3.6.1.18	Tire - spare, mounted inside the van		
3.6.1.19	Transmission - automatic with overdrive		
3.6.1.20	Windows in rear and side door(s) will be tinted.		
3.6.1.21	Power remote mirrors, windows, doors with two (2) remote vehicle entries and seven (7) vehicle keys		
3.6.1.22	Mud flaps front and back		
3.6.1.23	Backup alarm on vehicle		
3.6.2 Modifications to the Interior and Exterior of Vehicle to Accommodate Subsystems.		Bidders Response	Variance
3.6.2.1	Interior insulation, finished walls and ceiling, covered floor, interior lighting, storage compartments, equipment racks, and work surfaces		

3.6.2.2	All vendor and sub-vendor installed locking compartments shall be keyed alike. All padlocks shall be keyed alike.		
3.6.2.3	Provide adequate power supply to power all on-board equipment without interruption.		
3.6.2.4	Power inverter with breaker box and battery backup supply for equipment, mounted and protected from environmental effects.		
3.6.2.5	Two (2) auxiliary interior 12-volt electrical connections protected by reset-able circuit breakers.		
3.6.2.6	Surge protection hardware to prevent damage to the vehicle and all subsystems.		
3.6.2.7	Hookup point for external AC power. A 30-foot retractable cord for power of all AC components while the vehicle engine is turned off, and an associated 12V DC charging unit for power/recharge of any vehicle systems which use that voltage. The vehicle will be fitted with a switch or other device to prevent simultaneous powering of the system from both the wall power cord and from its normal vehicle power source.		
3.6.2.8	All vendor installed controls, gauges, indicators, pilot lamps and switches shall be mounted in one control panel and be permanently labeled to indicate function and on-off positions.		
3.6.2.9	The control panel shall be ergonomically located for the operators and positioned to avoid creating nuisance reflections.		
3.6.2.10	Subsystem wiring: all vendor installed and subsystem wiring shall be color-coded or permanently labeled for identification and correspond to the contractor supplied wiring diagrams.		
3.6.2.11	Subsystem wiring and any other wiring should be contained to prevent entanglement.		
3.6.2.12	Two fire extinguishers, 11 lb. minimum, in quick-release brackets and installed in different easy access locations		
3.6.2.13	Two permanent roof-mounted LED lightbars, one mounted at the front and one at the rear of the vehicle. The lightbars will be controlled separately by switches on the vehicle dashboard or the equipment console, with an easily visible light or other indicator to tell the driver or operator when the lightbars are activated. The lightbars will be visible at ground level from all sides of the vehicle. Operation of the lightbars shall not cause electronic noise in the measured profile signals. To include:		

3.6.2.13.1	LED modules with amber and clear lenses and five year warranty.		
3.6.2.13.2	Light bars shall not interfere electrically with any subsystem.		
3.6.2.14	The fully equipped vehicle shall not exceed the van's manufactured weight capacity ratings.		
3.6.2.15	Advertising of any kind is not permitted. The vehicle shall be free of decals, emblems, identification, logos and advertising by the vendor, sub-vendors, and dealers. The standard identification of the manufacturer of the van is acceptable.		
3.6.2.16	Layout of the vehicle, interior and exterior, with bid submittal.		
3.6.3 Operating Conditions		Bidders Response	Variance
3.6.3.1	The vehicle including all subsystems shall remain fully operational in ambient air temperatures ranging from 35°F to 110°F.		
3.6.3.2	The vehicle including all subsystems shall withstand storage at ambient air temperatures ranging from 0°F to 140°F.		
3.6.3.3	The vehicle including all subsystems shall remain fully operational at elevations ranging from sea level to 10,000 feet.		
3.6.4 Digital Imaging of the Roadway -The Roadway Digital Imaging System collects high-resolution, digital images of the forward roadway using camera(s) activated at regular, operator-defined intervals as the vehicle travels at highway speeds.		Bidders Response	Variance
3.6.4.1	All cameras shall be identical with power focus, power zoom, and auto iris.		
3.6.4.2	Cameras shall be protected from the environment and from theft.		
3.6.4.3	Camera system shall be roof mounted and shall not interfere with the functioning of any other systems.		
3.6.4.4	System shall allow operator to select the time or distance between images.		
3.6.4.5	System shall gather process for storage, display on the operator's terminal, and store the images for an operator selected capture interval at highway speeds.		
3.6.4.6	All images shall be stored in JPEG format.		
3.6.4.7	Two 1920x1080 (or better), 24-bit color, digital cameras shall be installed, one aimed straight forward, one aimed nominally 45° to the right. Nominal horizontal field-of-view shall be 135° minimum		

3.6.4.8	The vehicle speed shall range to 70 mph without affecting system integrity and image quality. State minimum and maximum highway speeds allowed with the two 1920x1080 (or better) camera system bid: Min _____ mph Max _____ mph		
3.6.5 Longitudinal Profile, Roughness (IRI), Slab Faulting, and Texture--A longitudinal profile measurement system provides road profile data capture and real-time roughness index (IRI) calculations using a system of high-speed lasers and accelerometers. The resulting pavement condition data include roughness (IRI), faulting, and surface texture for pavement management analysis.		Bidders Response	Variance
3.6.5.1	The system shall collect data continuously between operator triggered start and end points.		
3.6.5.2	The system shall collect data continuously between photocell triggered start and end points.		
3.6.5.3	The system shall store all raw profile measurements, faulting measurements, texture values, and International Roughness Index (IRI) at operator-selectable, preset intervals.		
3.6.5.4	The system shall display summary measurements while traveling at highway speeds to allow the operator to monitor the system's performance.		
3.6.5.5	The system shall have operator programmable keyboard function keys to mark events.		
3.6.5.6	The system shall simultaneously measure longitudinal profile, and perform all functions while traveling between 15 and 70 mph. State minimum and maximum highway speeds allowed by system: Min _____ mph Max _____ mph		
3.6.5.7	The system shall use English units as default with a SI option (data collection and processing software).		
3.6.6 Longitudinal Profile and Roughness (IRI) Measurement Requirements		Bidders Response	Variance
3.6.6.1	The system shall meet the Class 1 requirements of ASTM E 950-98 (2004) e.g., longitudinal sampling, vertical measurement resolution, precision, and bias.		
3.6.6.2	Profile shall be measured independently and simultaneously in the left and right wheel paths using non-contact sensors spaced 68 inches apart and centered transversely on the vehicle. Spacing between the sensors shall be measured between the illuminated points on a level pavement.		
3.6.6.3	Accelerometers shall be biased to compensate for the acceleration of gravity, shall include anti-alias filtering, and shall fully accommodate the range of vertical motions experienced by the vehicle.		

3.6.6.4	The system shall accommodate wavelengths from 6 inches to 300 feet at operational speeds.		
3.6.6.5	The system shall be capable of measuring profile on pavement with an IRI range of 5 inches per mile to 300 inches per mile.		
3.6.6.6	The system shall record elevation profiles for both wheel paths at highway speeds.		
3.6.6.7	As the profiles are being measured, the system shall compute, report, and record the International Roughness Index (IRI) according to World Bank Technical Paper Number 46 for each wheel path based on a simulated vehicle speed of 49.7 mph (80 km/hr).		
3.6.6.8	The system shall have automated calibration and validation procedures, including a bounce test to ensure the measured profile is unaffected by vehicle motion and a static block test to ensure the profile amplitudes are accurately measured. Calibration constants shall be computed automatically.		
3.6.6.9	The system shall provide software for later plotting of recorded elevation profiles, calculation and plotting of the IRI index – according to ASTM E 1926-98 (2003).		
3.6.6.10	Point by point elevation data, at operator selected intervals as small as 2 inches, will be saved to mass storage disk in vendor specified and the University of Michigan's Transportation Research Institute Engineering Research Division (ERD) format.		
3.6.6.11	The latest version of the FHWA ProVal software must be able to upload the ERD files without manipulation		
3.6.7 Slab Faulting Measurement Requirements		Bidders Response	Variance
3.6.7.1	The system shall independently detect slab faulting, including skewed joints, in the left and right wheel paths using non-contact sensors.		
3.6.7.2	The sensors may be the same sensors used to measure longitudinal profile.		
3.6.7.3	The system shall measure fault height with resolution not exceeding 0.01".		
3.6.7.4	For each detected fault, the system shall record the location and fault heights measured in the left and right wheel paths.		
3.6.7.5	At operator-defined intervals, the system shall calculate and store average fault height for each wheel path and the number of fault height measurements within operator-defined fault height severity ranges.		

3.6.7.6	The system shall include automated calibration and validation procedures. Calibration constants shall be automatically computed.		
3.6.7.7	The bias of average fault height measurements in each wheel path shall not exceed 0.025" as compared to slab height determined by Georgia Faultmeter measurements in the same 0.1 mile section of pavement. The system must successfully locate at least 90% of all faults exceeding 0.1" in height.		
3.6.8 Pavement Texture Measurement Requirements		Bidders Response	Variance
3.6.8.1	The system shall estimate the textures in the left and right wheel paths separately using non-contact sensors with resolution not exceeding 0.01 inch.		
3.6.8.2	The sensors may be the same sensors used to measure longitudinal profile.		
3.6.8.3	At operator defined intervals, the system shall calculate, report, and store texture as average mean profile depth according to ASTM E1845-01 (2005) and as average root-mean-square profile depth for each wheel path.		
3.6.8.4	The system shall include automated calibration and validation procedures including tests to measure the texture of standard surfaces. Calibration constants shall be computed automatically.		
3.6.8.5	Bidder shall state the range of pavement surface texture wavelengths detected. Min _____ inches Max _____ inches		
3.6.9 Transverse Profile and Rutting - Dual scanning laser profilers digitize the transverse profile of the pavement surface for calculating rut depth, cross slope, and edge drop off. The data is collected and processed in real time by onboard computers.		Bidders Response	Variance
3.6.9.1	INO Laser Rut Measurement System (LRMS) or equal		
3.6.9.2	Sampling rate - 30 profiles/second		
3.6.9.3	Profile spacing - adjustable, operator-controlled, 4 feet maximum at 65 mph		
3.6.9.4	Transverse resolution - 1280 points/profile		
3.6.9.5	Transverse field-of-view - 13 feet, minimum		
3.6.9.6	Depth range of operation - 19.69 inches (500 mm)		
3.6.9.7	Depth resolution - 0.02 inches (±0.5 mm)		
3.6.9.8	Depth accuracy - 0.04 inches (±1 mm)		
3.6.9.9	Transverse accuracy - 0.12 inches (±3 mm)		

3.6.9.10	The system shall collect, process, display and store rutting data in operator selected linear intervals; and measure and identify road segments with user specified rutting thresholds.		
3.6.9.11	Summary data to be collected and recorded shall include average and maximum values for each wheel path separately and combined. The system shall also compute the transverse profile area.		
3.6.9.12	The system shall incorporate automated calibration and validation procedures, including a straightedge or surface test to ensure that the measured rut depth of a flat surface is zero and block tests to ensure that rut depth amplitudes are accurately measured. Calibration constants shall be automatically computed.		
3.6.9.13	The system shall include calibration objects used to verify the validity of the laser profiler's calibration.		
3.6.9.14	Paint stripes or other roadway coatings shall not adversely affect the accuracy and reliability of the data.		
3.6.9.15	Testing for acceptance by the State will include comparison with rut depths measured per ASTM E 1703-95 (2000). Rut depths reported shall be within 0.040" of values obtained manually.		
3.6.9.16	The vendor shall supply laser safety eyewear for four (4) MDT personnel. Eyewear shall be:		
3.6.9.16.1	Eyewear shall be certified to ANSI Z136.1.		
3.6.9.16.2	Eyewear shall fit over prescription eyewear.		
3.6.9.16.3	Eyewear shall provide wrap-around protection.		
3.6.10 Data Collection and Mile Post Physical Referencing for Images, Data and Information.		Bidders Response	Variance
3.6.10.1	All images, data, and information shall be referenced to the Montana Roadlog, mile post (MP) along the road and displacement from the MP.		
3.6.10.2	The system shall carry an onboard database of Montana roadway network including the Roadlog, the beginning MPs, ending MPs, and other MPs of every continuous segment. The system shall validate uploaded MPs.		
3.6.10.3	The system shall accept operator key entry to identify MPs at the beginning of road segments, at the end of road segments, and the value of uniform and other MPs		

3.6.10.4	Normal data collection operations shall be menu driven and allow the operator to select route and MP from a list. The operator will be able to enter individual labels, roadway characteristics, and other unique information, and attach this to collected data files for later retrieval, display, and processing.		
3.6.10.5	Operator selected option of automatic initiation of data collection using white or silver highway marking tape. Capable of being armed by the operator at any distance prior to the location where data collection will begin.		
3.6.10.6	Operator selected option of automatic initiation of data collection using a reflective cone. Capable of being armed by the operator at any distance prior to the location where data collection will begin.		
3.6.10.7	Continuous real time viewing of DMI, speed, and selected profile index at 0.10 mile intervals		
3.6.10.8	Ability to collect data in both up and down station direction, ascending and descending mileage log points		
3.6.10.9	Provide the operator the ability to simultaneously or independently mark the longitudinal and transverse profiles with "event marks" for certain highway features such as bridges, railroad crossings, etc.		
3.6.10.10	The vehicle shall be equipped with a DMI to inform the subsystems for control of the intervals between images and sensor data acquisition and to provide locations relative to MPs on the Montana state highway system.		
3.6.10.11	The system shall include automated calibration and validation for the DMI with calibration constants computed automatically.		
3.6.10.12	The measured distance shall be accurate to 0.1% for speeds to 65 mph		
3.6.10.13	Testing for acceptance by the State will include the DMI Check Test as described in AASHTO PP 49-08.		
3.6.10.14	The vehicle speed shall range to 70 mph without affecting data integrity. State minimum and maximum highway speeds allowed by system: Min_____mph Max_____mph		
3.6.10.15	Ability to update DMI location "on-the-fly" while collecting data		
3.6.10.16	The operator will have real-time indication the individual height sensors, accelerometers, and LRMS are functioning properly.		
3.6.10.17	The software will include system diagnostics, error/warning messages to prevent data loss.		

3.6.10.18	Profiler data output files shall be compatible with AgileAssets Pavement Management System. See Appendix D for example of current format.		
3.6.11 Global Positioning System (GPS) - A GPS system is used to provide the location coordinates of roadway features, including the beginning and ending of each road segment, and to provide information for creating maps using current ESRI ARCGIS 9.X		Bidders Response	Variance
3.6.11.1	The system shall collect and store latitude and longitude and northing, easting in Montana State Plane Coordinates (northing and easting) and elevation (NGVD 1929) associated with the images, sensor data, and MPs.		
3.6.11.2	The system shall record images, sensor data, and northing and easting to allow the display of the images and sensor data associated with the northing and easting entered by the user.		
3.6.11.3	The system shall include capability of receiving satellite based or beacon based real time differential corrections.		
3.6.11.4	System shall provide:		
3.6.11.4.1	Northing State accuracy: _____ Feet		
3.6.11.4.2	Easting State accuracy: _____ Feet		
3.6.11.4.3	Elevation State accuracy: _____ Feet		
3.6.11.4.4	Latitude State accuracy: _____ Feet		
3.6.11.4.5	Longitude State accuracy: _____ Feet		
3.6.11.5	The vehicle speed shall range to 70 mph without affecting data integrity. State minimum and maximum highway speeds allowed by system: Min _____ mph Max _____ mp		
3.6.12 Onboard Computers		Bidders Response	Variance
3.6.12.1	Each computer shall include one installed and one duplicate, removable hard drive for storing, transporting, and transferring image files and data to a desktop workstation. In addition, three duplicate, spare, removable hard drives shall be supplied. All removable hard drives shall be identical.		
3.6.12.2	The computers comprising the onboard computer system shall have the software, speed, and power necessary to efficiently control and verify the operation of the subsystems.		
3.6.12.3	The software shall preclude the overwriting of data files and provide a warning when the storage medium is approaching maximum capacity.		
3.6.12.4	The onboard computer system shall have the following at a minimum:		
3.6.12.4.1	Pentium 4 - Dual Core 840 (3.2GHz with 1M L2 cache per core)		

3.6.12.4.2	4GB 400MHz DDR2 Dual Channel RAM		
3.6.12.4.3	Removable hard drives, each sized to accommodate 1000 miles of production.		
3.6.12.4.4	DVD+/-RW drive		
3.6.12.4.5	104+ Keyboard		
3.6.12.4.6	Operator adjustable keyboard platform		
3.6.12.4.7	Mouse		
3.6.12.4.8	USB & firewire (400 & 800) ports - minimum of two of each open		
3.6.12.4.9	Monitor - 17", color, ruggedized flat panel, LED preferred		
3.6.12.4.10	Integrated video and audio with speakers		
3.6.12.4.11	Interfaces to all subsystems		
3.6.12.4.12	Printer		
3.6.12.4.13	Uninterruptible power supply		
3.6.12.4.14	Microsoft Windows XP Professional		
3.6.12.5	All software shall be Microsoft Windows XP Professional or Window 7 compatible and run without administrative privileges and include:		
3.6.12.5.1	Real time display of digital roadway and pavement images.		
3.6.12.5.2	Real time graphical display of accelerometer sensor data, laser sensor data, pavement surface profiles, and vehicle speed and direction.		
3.6.12.5.3	Real time display of northing, easting, latitude, longitude, highway, MP, and displacement.		
3.6.12.5.4	Real time display of the transverse profile.		
3.6.12.5.5	Real time display of the vehicle location on a GPS map.		
3.6.12.5.6	GPS map display of starting and ending points.		
3.6.12.5.7	GPS map display of roads color-coded to identify those from which images and data have been collected.		
3.6.12.5.8	Menu driven calibration of all pavement measurement instrumentation.		
3.6.12.5.9	Ability to control and verify operation of all sensors and recording devices.		
3.6.12.5.10	Ability to pause/run system.		
3.6.12.5.11	Real time storage of images and sensor data.		
3.6.12.5.12	Ability to recover data saved on disk in the event of power failure.		

3.6.13 General Purpose Viewing Software - Software shall provide general purpose viewing of images, data, and information on common networked and stand-alone MDT workstations. The Vendor shall allow concurrent licensing for MDT users. The software shall be compatible with Microsoft Windows XP Professional or Windows 7 without administrative privilege and Structured Query Language (SQL), and include the following capabilities:		Bidders Response	Variance
3.6.13.1	Display high-resolution digital images of the roadway.		
3.6.13.2	Digital images shall provide clear, legible views especially of sign characters.		
3.6.13.3	System shall provide clear magnification of signs and other features.		
3.6.13.4	Facility to perform on-screen measurements on the digital images; e.g., guardrail length and sign dimensions and locations.		
3.6.13.5	Use of the digital images shall not cause degradation of the images.		
3.6.13.6	Play digitized images forward and backward by pointing and clicking over desired records.		
3.6.13.7	Display processed sensor data coordinated with roadway and pavement surface images synchronized to display the same location.		
3.6.13.8	Display the road location of the images including, frame number, database record, highway, lane, direction, mileage, speed, latitude, longitude, northing, easting, and other information as selected by the user.		
3.6.13.9	Display distress and sensor data including longitudinal profile, faulting, rutting, and texture.		
3.6.13.10	Select the road segments by pointing and clicking on the control window and, alternately, by clicking the road segment on a map displaying Montana roads.		
3.6.13.11	Navigate the road segments by "turning" at intersections.		
3.6.13.12	Provide user definable query function.		
3.6.13.13	Create Geographical Information System (GIS) maps.		
3.6.13.14	Recover and store the location and attributes of roadway assets.		
3.6.13.15	Export user-specified data fields and database records using text format output files.		
3.6.13.16	Print or save selected images.		
3.6.13.17	Provide an online user's manual and a help section to assist the viewer in using the software.		

3.6.14 Dedicated Network Storage Requirements Table Calculations for digital images of the roadway shall include the camera systems quote: 2-1920x1080. For the purpose of these calculations only, the Vendor may assume roadway images are captured every 26.4 feet. Vendor shall state the compression used in the calculations. The worksheet shall show the calculations for each subsystem, the total memory storage requirements and number of files for the vehicle and all subsystems, and the memory required on the dedicated network server subsequent to workstation processing. This information is needed by MDT to project mass storage requirements and will not influence the award. Comprehensive, updated calculations of computer memory storage requirements are due when the vehicle is delivered.		Compression	Files Per Mile	MB Per Mile
3.6.14.1	State the combined storage requirement of the two (2) 1920 x 1080 cameras system assuming a capture interval of 0.005 mile (26.4').			
3.6.14.2	State the storage requirement for longitudinal profile data.			
3.6.14.3	State the storage requirement for International Roughness (IRI) Index data.			
3.6.14.4	State the storage requirement for Transverse profile and Rut depth data.			
3.6.14.5	State the storage requirement for Distance Measuring Instrument data.			
3.6.14.6	State the storage requirement for Global Positioning System and Inertial Measurement Unit data.			

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the equipment and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE, “(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY,” IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.1.1 References. Offeror shall provide a minimum of four (4) references that are using services of the type proposed in this RFP. The references **must** include two (2) state government or universities where the offeror, preferably within the last three years, has provided services similar to those requested in this RFP.

These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

- A complete and separate Client Reference Form, Appendix C, **must** be provided for each reference submitted.
- Offeror **must** complete the first part of the Client Reference Form.
- Offeror shall submit the Client Reference Form to the client reference, with instructions to complete it.
- A responsible party of the organization for which the services were provided (the client) **must** provide the reference information.
- The person providing the reference **must** sign and date the form.
- The State may contact the reference to verify the information given within the Client Reference Form and within the proposal. If the State finds erroneous information the proposal may be rejected.
- If all questions are not answered on the Client Reference Form, if information is missing, or if the form is not signed, the reference may not be considered or the proposal may be rejected.
- It is the offeror's responsibility to ensure that all Client Reference Forms are filled out correctly and completely.
- Customer references **must** be included with offeror's response.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the

supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Ability to Meet Supply Specifications. Offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed above in Sections 3.0. Any variance from the specifications in Section 3 that is offered as an equivalent alternate must be thoroughly described. The Offeror shall provide factual convincing information that the proposed alternate should be considered as equivalent or better.

4.1.4 Method of Providing Services. Offeror shall provide a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do; the timeframes necessary to accomplish the work; and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3.

4.1.4.1 The offeror shall include literature describing the equipment and components proposed. The literature shall be sufficient in detail to allow full and fair evaluation of the proposal.

4.1.4.2 The offeror shall include drawings and/or photos of the interior and exterior of the vehicle showing the locations of major components, including cameras, computers, subsystems, and the Auxiliary Power Unit (if APU is required). Drawings and/or photos may be of previous vehicles, if the vehicle has been in service less than a year and the images include all subsystems contained in this specification.

4.1.4.3 The offeror shall describe how the components inside the vehicle are mounted to provide a safe environment in case of a collision.

4.1.4.4 The offeror shall fully describe the computers and components for each subsystem.

4.1.4.5 The offeror shall describe how the system will track its location on the MT roadway network, including verifying where the van has traveled.

4.1.4.6 The offeror shall describe the technical support offered by your company, including days and times when technical support is offered and the number of staff providing technical support.

4.1.4.7 The offeror shall describe your training plan, including how many trainers will be used, what areas will be covered, and how long the training will last.

4.1.4.8 The offeror shall describe your standard warranty, what is covered and how long it is covered. What is the procedure for warranty repairs?

SECTION 5: COST PROPOSAL

5.0 COST FOR BASE VEHICLE

- | | | |
|----|--|----------|
| A. | Van chassis – factory standard equipment and any required customizations | \$ _____ |
| B. | Digital imaging of the roadway (ROW) – base vehicle camera configuration as outlined in 3.6.4.13 | \$ _____ |
| C. | Longitudinal profile, roughness index (IRI), and ride number (RN) | \$ _____ |
| D. | Transverse profile and rutting | \$ _____ |
| E. | Pavement Texture Measurement | \$ _____ |
| F. | State route identifier (SRI) system for locating images, data, and information | \$ _____ |
| G. | Distance measuring instrument (DMI) | \$ _____ |
| H. | Global positioning system (GPS) and inertial measurement unit (IMU) | \$ _____ |
| I. | On board computers | \$ _____ |
| J. | General purpose viewing software | \$ _____ |
| K. | Delivery of data collection vehicle | \$ _____ |
| L. | Training | \$ _____ |
| M. | Initial two (2) year software licensing and technical support including a total of 100 hours (50 hours per year) of incidental programming | \$ _____ |
| N. | Initial two (2) year vehicle warranty to cover all parts, labor, service, and associated travel costs | \$ _____ |
| O. | Initial two (2) year service contract for vehicle including all subsystems | \$ _____ |

5.1 COST FOR GPS SUBSCRIPTION/ADDITIONAL SOFTWARE

- | | | |
|----|---|---------------|
| A. | Satellite or beacon based correction subscription – IF APPLICABLE | \$ _____/year |
| B. | Additional software customizations | \$ _____/hour |

5.1 COST FOR ADDITIONAL OPTIONS

- | | | |
|----|--|---------------|
| A. | Annual renewable service contract to cover all parts, labor, service, subsystems, and travel costs | \$ _____/year |
| B. | Annual renewable software licensing and technical support software packages | \$ _____/year |

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 3250 points.

The **References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, Method of Providing Services, and Technical Specifications** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Very Good Response (85-94%): A very good response will provide useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.

Good Response (75-84%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (65-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Poor Response (60-64%): A poor response minimally meets most requirements set forth in the RFP. The offeror has demonstrated knowledge of the subject matter only.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

References		3% of points for a possible 100 points
Category	Section of RFP	Point Value

A.	References	4.1.1	100
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Resumes/Company Profile and Experience		17% of points for a possible 550 points
Category	Section of RFP	Point Value

A.	Years of Experience	4.1.2	150
B.	Past Projects	4.1.2	150
C.	Staff Qualifications	4.1.2	250

Method of Providing Services		31% of points for a possible 1000 points
Category	Section of RFP	Point Value

A.	Work Plan and Methods	4.1.4	150
B.	Literature	4.1.4.1	50
C.	Drawings and/or Photos	4.1.4.2	50
D.	Safety	4.1.4.3	100
E.	Computers and Components	4.1.4.4	100
F.	MT Roadway Network	4.1.4.5	100
G.	Technical Support	4.1.4.6	150
H.	Training Plan	4.1.4.7	150
I.	Warranty	4.1.4.8	150

Technical Specifications		17% of points for a possible 550 points
Category	Section of RFP	Point Value

A.	Certification	3.1.8	Pass/Fail
B.	Van Chassis	3.6.1	Pass/Fail
C.	Modifications	3.6.2	50
D.	Operating Conditions	3.6.3	Pass/Fail
E.	Digital Imaging of the Roadway	3.6.4	50
F.	Longitudinal Profile, IRI, Slab Faulting, Texture	3.6.5	50
G.	Longitudinal Profile and IRI Measurement	3.6.6	50
H.	Slab Faulting Measurement Requirements	3.6.7	50
I.	Pavement Texture Measurement Requirements	3.6.8	50
J.	Transverse Profile and Rutting	3.6.9	50
K.	Data Collection	3.6.10	50
L.	GPS and IMU	3.6.11	50
M.	Onboard Computers	3.6.12	50
N.	General Purpose Viewing Software	3.6.13	50

Cost Proposal		17% of points for a possible 550 points
Category	Section of RFP	Point Value

A.	Cost Proposal	5.0	550
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$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

6.2 ORAL PRESENTATIONS AND PRODUCT DEMONSTRATIONS

6.2.1 Presentations. The State may invite up to the three top scoring offerors to an oral presentation and product demonstration. The offeror's oral presentation and product demonstration shall not to exceed a total of eight (8) hours in duration. Prior to the demonstration, the offeror must provide the State with a list of names of all personnel attending the demonstration with corporate position titles, tenure with the corporation, and relationship to the project. The presentation must include:

6.2.1.1 A brief corporate abstract, history and organization.

6.2.1.2 A review of their offer by section and how the product will meet the requirements in Section 3 of this RFP.

6.2.1.3 The proposed implementation plan including; project team and organization, project plan, certification plan, training plan, warranty, and technical support.

6.2.1.4 The proposed product must be demonstrated using offeror supplied equipment (e.g., laptop, workstation, projector, and remote access if required). Demonstrations will take place in Helena, MT. The State will not accept responsibility for connection speed, reliability or availability.

6.2.2 Location. The offeror's product demonstration will be held at the Montana Department of Transportation Headquarters building located at 2701 Prospect Avenue, Helena, MT. All costs, including, travel, equipment, supplies, communication needs, etc., are the sole responsibility of the offeror.

6.2.3 Scoring. Product demonstrations and oral presentations will be evaluated using the scoring guide found in Section 6.0.

6.2.4 Handouts. The offeror must, after invitation and acceptance to demonstrate, provide the State with seven paper copies of any presentation materials. The State reserves the right to ask questions throughout this presentation.

Product Demonstration		15% of points for a possible 500 points
Category		Point Value
A.	Oral Presentation	100
B.	Knowledge of the Presenter(s)	100
C.	Layout of the van	100
D.	Product Demonstration	100
E.	Data from demonstration	100

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids,

alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 2/09

APPENDIX B: CONTRACT

1. Parties
2. Effective Date, Duration, and Renewal
3. Cost/Price Adjustments
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer, and Subcontracting
8. Hold Harmless/Indemnification
9. Required Insurance
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
12. Non-discrimination Notice
13. Intellectual Property
14. Patent and Copyright Protection
15. Contract Termination
16. Liaison and Service of Notices
17. Meetings
18. Transition Assistance
19. Choice of Law and Venue
20. Scope, Amendment, and Interpretation
21. Execution

(INSERT PROJECT TITLE)
(INSERT CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana, Department of Transportation, (hereinafter referred to as "the State"), whose address and phone number are 2701 Prospect Avenue, Helena, MT 59620, (406) 444-6200 and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. The contract term is for a period of one (1) year beginning upon final contract signature and ending June 30, 2011.

3. COST/PRICE ADJUSTMENTS

Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following **(insert a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in Section 3, Scope of Project)**.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the **(insert supplies or services)** to be provided, the State shall pay according to the following schedule: **(insert pay schedule)**.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the products and services as detailed herein for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such

subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

9.4 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the

Department of Transportation, Purchasing Services Section, P.O. Box 201001, Helena, MT 59620-10010. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. NON-DISCRIMINATION NOTICE

During the performance of this Agreement, Contractor (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
- (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance:

Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

13. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this contract.

14. PATENT AND COPYRIGHT PROTECTION

14.1 Third-Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

14.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

15. CONTRACT TERMINATION

15.1 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least thirty (30) days prior to the effective date of termination.

15.2 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

16. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

_____ will be the liaison for the State.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

_____ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

17. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

18. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

19. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

20. SCOPE, AMENDMENT, AND INTERPRETATION

20.1 Contract. This contract consists of (insert number) numbered pages, any Attachments as required, RFP # HWY-309543-KS, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

20.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

21. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

DEPARTMENT OF TRANSPORTATION
2701 PROSPECT AVENUE
HELENA, MT 59620

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)
FEDERAL ID #

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

Procurement Officer (Date)

APPENDIX C: CLIENT REFERENCE FORM

The individual completing this Client Reference Form must be a responsible party of the organization for which the services were provided. This individual should have comprehensive knowledge about the services provided.

Offeror Reference Form	1-5
Offeror: _____ Client: _____ Service Type(s): _____ Term of Contract: _____	Please rank each of these items on a scale of 1 to 5, where: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> 5: Agree Strongly 4: Agree 3: Neutral 2: Disagree 1: Disagree Strongly </div>
1. The Offeror was a good fit for the project(s) they were hired for.	
2. The Offeror provided skilled and qualified staff to complete the assigned projects.	
3. The Offeror's work was timely, accurate, and of good quality.	
4. The Offeror was knowledgeable, flexible, and responsive to your needs.	
5. The Offeror communicated issues and trouble areas early, and managed them well.	
6. The Offeror collaborated well with you by providing the appropriate reports.	
7. The Offeror performed within the contract budget and time limits?	
8. You would have no issues with hiring this vendor again.	
NAME: _____ DATE: _____ <div style="margin-left: 40px;">(Signature)</div> TITLE: _____ EMAIL ADDRESS: _____ PHONE NUMBER: _____	

APPENDIX D: CVS FILE FORMAT

MDT file structure guideline for import into Pavement Management Database provided as an example only (not constrained to this structure) CSV file format is desired.

Field Name	Type	Begin	Column	Width	Decimal	Unit	Field Description
General Data							
File Location	Char	-	-	-			Identifies drive and file path
County	Char	-	-	-			
Route	Char	-	-	-			Corridor number
Dir	Char	-	-	-			Direction of testing; Inc (+) or Dec (-)
Lane	Char	-	-	-			Testing lane numbered from centerline outward, i.e. R1 or L1
Operator	Char	-	-	-			Operator's first name
Driver	Char	-	-	-			Driver's first name
Vehicle	Char	-	-	-			Identifier for which profiler collecting data
File Name	Char	-	-	-			File name format identifies corridor, directional lane and MP
Date	Date	-	-	-			Format MM/DD/YYYY
Time	Char	-	-	-			Format Hours:Minutes:Seconds
DCF	Char	-	-	-			Distance Calibration Factor
Wavelength Long	Char	-	-	-			ft
Wavelength Short	Char	-	-	-			ft
From	Numeric	5	8	3		Miles	Beginning MP of testing
To	Numeric	18	8	3		Miles	Ending MP of testing
Length	Numeric	28	6	1		Miles	Reporting 0.1 mile intervals of testing
Speed	Numeric	119 / 126		5	1	MPH	Diffent begin columns for asphalt testing and concrete testing
Time	Char	127 / 133	8	-	-		Format Hours:Minutes:Seconds
Diffent begin columns for asphalt testing and concrete testing							
Roughness Data							
IRI_Left Wheel	Numeric		48	6	-	in/mile	Average IRI; Left wheel path only
IRI_Right Wheel	Numeric		56	6	-	in/mile	Average IRI; right wheel path only
Average IRI	Numeric		65	5	-	in/mile	Average IRI; both wheel paths
Faulting	Numeric		72	6	4		
Transverse Profile and Rut Depth Data							
Rut_Avg Left Wheel	Numeric		5	2		Inches	Average rut depth; Left wheel path
Rut_Avg Right Wheel	Numeric		5	2		Inches	Average rut depth; Right wheel path
Average Rut	Numeric		35	5	2	Inches	Average rut depth; Both wheel paths
Transverse Profile Area	Char					ft ²	
GPS Data (Column locations different for asphalt and concrete (faulting) collection)							
Latitude Deg	Char	73 / 80	3	-	-		Diffent begin columns for asphalt testing and concrete testing
Latitude Minutes	Char	76 / 83	9	6	-		Diffent begin columns for asphalt testing and concrete testing
Longitude Deg	Char	86 / 93	4	-	-		Diffent begin columns for asphalt testing and concrete testing
Longitude Minutes	Char	90 / 97	9	6	-		Diffent begin columns for asphalt testing and concrete testing
Quality	Char	101 / 109	1	-	-		Diffent begin columns for asphalt testing and concrete testing
Height	Char	102 / 110	7	1	-		Diffent begin columns for asphalt testing and concrete testing

The following is the CSV input file column information as provided by the Pavement Management software vendor.

W/o faulting	with faulting			
Source Column ID	Order	Source Column ID	Order	
DATE 1	DATE 1			
ROUTE 2	ROUTE 2			
DIR_DES 3	DIR_DES 3			
DIR 4	DIR 4			
LANE 5	LANE 5			
FROM 6	FROM 6			
TO 7	TO 7			
ROUGH_DIST 8	ROUGH_DIST 8			
RUT_AVG 9	RUT_AVG 9			
RUT_STD 10	RUT_STD 10			
IRI_1 11	IRI_1 11			
IRI_2 12	IRI_2 12			
AVG_IRI 13	AVG_IRI 13			
LATITUDE_DEG 14	FAULT2_INDEX 14			
LATITUDE_MIN 15	LATITUDE_DEG 15			
LONGITUDE_DEG 16	LATITUDE_MIN 16			
LONGITUDE_MIN 17	LONGITUDE_DEG 17			
Q 18	LONGITUDE_MIN 18			
HEIGHT 19	Q 19			
TRACK 20	HEIGHT 20			
SPEED 21	TRACK 21			
TIME 22	SPEED 22			
TIME 23				